

LAW OFFICES

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Reply To:

Ivan J. Reich, Esq.
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August 30, 2000

ATTORNEY/CLIENT PRIVILEGE

Via Facsimile: (954) 584-9723
and United States mail


Monroe Kiar, Esquire
Suite 6151A
6191 SW 45 Street
Davie, Florida 33314

Re: Town of Davie vs. City of Sunrise
Eminent Domain litigation and water system purchase

Dear Monroe:

As per my discussions with you and the Town Administrator, enclosed please find a revised Authority to Represent and a revised Terms of Engagement, which incorporate your earlier changes and the more recent ones we've discussed. Please have the Mayor execute the same and return a copy to me for my files.

Sincerely,


Ivan J. Reich
For the Firm

IJR:bc

cc: Mr. Tom Willi, Town Administrator (via fax)
Daniel Rosenbaum, Esq.
Alan Becker, Esq.

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TERMS OF ENGAGEMENT

We appreciate your decision to retain Becker & Poliakoff, P.A. as your legal counsel. This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that, in turn, makes our efforts more productive.

Our engagement and the services we will provide to you are limited to the matter(s) identified in the accompanying letter. Any changes in the scope of our representation, as described in the letter, must be approved in writing. We will provide services of a strictly legal nature related to the matter(s) described in the letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

Confidentiality and Related Matters

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client, only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you. Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the "entity" and not with its individual executives, shareholders, directors, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to the individual persons or business organizations who have a relationship with you. Of course, we can also represent individual executives, shareholders, partners, and other persons related to the entity in

matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

Fees and Billing

Attorney time is to be billed for this matter at the rate of \$165 per hour. In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. If we determine that research or other work can be efficiently handled by a law clerk or paralegal under an attorney's supervision, the time of the law clerk or paralegal will be billed at the lowest paralegal rate applicable to the nature of the services performed. We record and bill our time in one-tenth hour (six minute) increments. When selecting lawyers to perform services for you, we seek to assign lawyers having the skills consistent with the task required in the scope of the representation outlined in the Authority to Represent.

Out-of-Pocket Expenses

In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf for certain expenses such as travel, parking, postage, filing, recording, certification, and registration fees charged by governmental bodies. Other charges typically include such items as toll calls, facsimile transmissions, overnight courier services, certain charges for computer research and complex document production, and charges for copying materials sent to you or third parties or required for our use. Some such costs, including computer searches, computer generated documents, long distance telephone calls and faxes, may include an administrative fee charged by the Firm, as determined by the Firm from time to time. We may request an advance cost deposit (in addition to the advance fee deposit) when we expect that we will be required to incur substantial costs on your behalf.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations we may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or

reimbursing us for these expenses. However, despite anything contained herein to the contrary, no such experts or investigators shall be used without first obtaining the approval of the Town Attorney.

Billing

We bill periodically throughout the engagement for a particular matter, and our monthly statements are due twenty (20) days after being rendered. Our statements will be rendered monthly. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

If our statement is not paid in a timely manner, we reserve the right to discontinue services. Additionally, if our statement has not been paid within thirty (30) days from the date of the statement, we impose an interest charge of one and one-half (1.5%) percent per month (an eighteen [18%] percent annual percentage rate), from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past-due statements are applied first to the oldest outstanding statement. If collection activities are necessary, we will be entitled to reasonable attorneys' fees and costs, whether pre-trial, trial or appellate. Post-judgment interest shall accrue at the rate of eighteen (18%) percent per annum.

Questions About Our Bills

We invite you to discuss freely with us any questions you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and we are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Relationships With Other Clients

Because we are a large, full-service law firm with offices located throughout Florida and, internationally, in Prague, the Czech Republic; Beijing, China; and Cyprus, we may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by our firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with Becker & Poliakoff, our firm wishes to be able to consider the representation of other persons who may be competitors in your industry or who may have interests that are potentially adverse to yours, but with

respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain requirements are met.

During the term of this engagement, we agree that we will not accept representation of another client to pursue interests that are directly adverse to your interests, unless and until we make full disclosure to you of all relevant facts and circumstances of our undertaking the two representations, confirm to you in good faith that we have done so, and that the following criteria are met: (1) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (2) any confidential information we have received from you will not be available to the lawyers and other Becker & Poliakoff personnel involved in the representation of the other client; (3) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (4) the other client has also consented, in writing, and on our full disclosure of the relevant facts, circumstances, and implications or undertaking the two representations. If the foregoing conditions are satisfied, you agree that we may undertake the adverse representation, and that all conflict issues will be deemed to have been resolved or waived by you.

However, notwithstanding anything to the contrary, the firm of Becker & Poliakoff, P.A. shall not represent the City of Sunrise in any matter during this representation.

By making this agreement, we are establishing the criteria that will govern the exercise of your rights under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

Termination

Upon completion of the matter(s) to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end, unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay our fees and expenses incurred prior to the termination.

* * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.

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AUTHORITY TO REPRESENT

The TOWN OF DAVIE (hereby Client or Town), hereby retains the law firm of BECKER & POLIAKOFF, P.A. ("the Firm") to represent it in eminent domain litigation against the CITY OF SUNRISE. The scope of this representation would include (a) research as to the availability of this remedy to the Town, (b) drafting of appropriate enabling resolutions and ordinances, and if applicable, (c) the prosecution of this litigation, and (d) otherwise assisting the Town with respect to negotiations for the purchase of the water system servicing the residents of the Town that is currently owned by the CITY OF SUNRISE. As compensation for such services, Client agrees to pay to the Firm the sum of One Hundred Sixty Five (\$165.00) Dollars per billable hour for services rendered by an attorney.

If attorneys' fees are awarded by a court and are paid, the Firm shall be entitled to receive such fees to the extent they exceed those funds which Client would otherwise be obligated to pay the Firm hereunder. If attorneys' fees are awarded and collected, Client will receive a credit for said awarded fees against their fee obligation to the Firm.

In the event an appeal is filed from a judgment favorable to Client, the above-noted fee structure will apply. Should Client suffer an adverse judgment and decide an appeal is to be taken, the terms of the retainer and representation thereon shall be agreed upon at such time.

It is understood and agreed that Client will be responsible for any and all court costs, costs of preparation and investigation, computer legal research costs, including abstracting costs, if any, and

will pay such costs as they accrue and are billed. It is understood and agreed that the Firm will not be required to advance costs on behalf of Client, and Client agrees to forward such additional cost deposit funds as are necessary to pay for out-of-pocket expenses in connection with this matter. The Firm will provide Client with an itemized statement for services performed and costs incurred on a monthly basis. Fees billed shall become due and payable within twenty (20) days of said statement. In the event that legal action is required to collect past-due obligations, the Firm shall be entitled to recover reasonable attorneys' fees, including the value of time expended by the Firm in pursuing such legal action.

Any authorizations or special instructions by Client regarding the amounts and/or status of this account, for whatever reason, must be submitted to the Firm in writing.

The Terms of Engagement is incorporated as part of this Authority to Represent.

DATED this ____ day of September, 2000.

TOWN OF DAVIE

By: _____
Mayer Harry Venis

The above employment is accepted on the terms as set forth above.

BECKER & POLIAKOFF, P.A.
Attorneys at Law
3111 Stirling Road
Fort Lauderdale, FL 33312-6525
(954) 985-4135 (BR) 944-2926 (DADE)

By _____
IVAN J. REICH
For the Firm